

FILED

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

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U.S. BANKRUPTCY COURT  
N.D. OF ALABAMA

In re:

SHOOK & FLETCHER INSULATION CO.,

Debtor-in-Possession.

Case No. 02-02771-BGC-11  
Chapter 11

**AMONG SHOOK & FLETCHER INSULATION CO., THE  
ASBESTOS CLAIMANTS' COMMITTEE AND LEGAL ANALYSIS SYSTEMS,  
INC. WITH RESPECT TO THE EMPLOYMENT OF LEGAL ANALYSIS  
SYSTEMS, INC. AS ASBESTOS-RELATED BODILY INJURY CONSULTANT**

Shook & Fletcher Insulation Co., as debtor and debtor-in-possession (the "Debtor"), the Asbestos Claimants' Committee (the "ACC"), and Legal Analysis Systems, Inc. ("LAS") hereby stipulate and agree, as follows:

WHEREAS:

A. On April 8, 2002, the Debtor commenced this bankruptcy proceeding by filing its voluntary petition under Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its affairs as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108 of the Bankruptcy Code.

B. On April 2, 2002, the Bankruptcy Administrator, filed a Notice of Appointment of Asbestos Claimants' Committee. On July 12, 2002, the Court authorized the ACC to retain Walston, Wells, Anderson & Bains, LLP as its counsel.

C. On August 16, 2002, the ACC filed its Application for Authority to Retain Legal Analysis Systems, Inc. as Asbestos-Related Bodily Injury Consultant on a Nunc Pro Tunc Basis to August 6, 2002 (the "Application").

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D. The parties enter into this Stipulation to resolve potential disputes with respect to the Application.

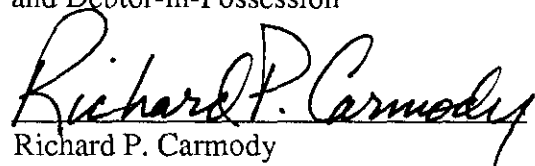
NOW THEREFORE, the parties agree as follows:

1. The Debtor consents to the employment of LAS as Asbestos-Related Bodily Injury Consultant for the ACC on a nunc pro tunc basis to August 6, 2002.
2. LAS shall be compensated on an hourly basis for the consulting services that LAS provides to the ACC, subject to application to the Court for approval of compensation and reimbursement of expenses pursuant to §§ 330 and 331 of the Bankruptcy Code.
3. LAS agrees that it will not seek payment of allowed compensation and reimbursement of costs and expenses from the Debtor and/or the Debtor's bankruptcy estate in an aggregate amount in excess of \$50,000. The Debtor and the ACC reserve their respective rights with respect to any application for allowance of compensation or reimbursement of expenses.
4. This Stipulation may be executed in counterparts, each of which shall be deemed to constitute an original Stipulation.

IN WITNESS WHEREOF, the parties hereto have executed the Stipulation effective as of the date first above written.

SHOOK & FLETCHER INSULATION CO.,  
Debtor and Debtor-in-Possession

By:

  
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Counsel for Debtor and Debtor-in-Possession

ASBESTOS CLAIMANTS COMMITTEE

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Counsel for the Asbestos Claimants Committee

LEGAL ANALYSIS SYSTEMS, INC.  
By: Mark A. Peterson  
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